

EMPLOYMENT AGREEMENT
COF Contract No. 2013-0014

THIS AGREEMENT, made and entered into this ___ day of February 2013, by and between the **City of Franklin, Tennessee**, a municipal corporation, its assigns and successors, ("the City" or "the Employer"), and **Eric Stuckey**, ("Employee"), both of whom agree as follows:

WITNESS:

WHEREAS, the City hired Eric Stuckey effective January 1, 2009; and

WHEREAS, the City of Franklin, Tennessee is desirous extending the employment agreement and thereby retaining Eric Stuckey as City Administrator; and

WHEREAS, Eric Stuckey desires to continue in the position as City Administrator for the City.

NOW, THEREFORE, in consideration of the mutual covenants and consideration, both parties covenant and agree as follows:

SECTION 1. Duties

The City hereby agrees to continue to employ Eric Stuckey as the City Administrator to perform legally permissible functions and duties specified and assigned by the Board of Mayor and Aldermen and in accordance with the Franklin Municipal Code and Charter. The Employee shall live within the City limits of the City of Franklin, Tennessee.

SECTION 2. Term

- A. This Agreement shall remain in full force in effect for three (3) years beginning January 1, 2014. Upon written agreement by both parties, the Agreement shall be extended for two (2) additional one (1) year terms.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board of Mayor and Aldermen to terminate the services of this Employee at any time. However, said termination shall be subject to the provisions set forth in Section 3, Paragraph A of this Agreement. The Employee understands he serves at the pleasure of the Board of Mayor and Aldermen.
- C. The City agrees that no later than December 31, 2015 it will notify the Employee of its intent to extend, not extend, or renegotiate the Employment Agreement with the Employee.
- D. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject to the provision set forth in Section 3, Paragraph B and C of this Agreement.

SECTION 3. Termination and Severance Pay

- A. As part of the 2008 employment agreement, the parties agreed that in the event the Employee is terminated and the Employee is willing and able to perform the duties of the position under this agreement, the Employer agrees to pay the Employee installment payments equal to six (6) months aggregate salary, and continued benefit coverage for six (6) months. The Employer has worked for the City for four (4) years at the date of this

Agreement and has thereby accumulated an additional four (4) months of severance pay for a total of ten (10) months. The Employer will continue to provide one (1) additional month of severance pay and benefit coverage for each year of service to a maximum total of twelve (12) months. Continuation of benefit coverage in the event of termination will be equal to the duration of the severance period. However, in the event the Employee is terminated because the Employee has been convicted of a misdemeanor (which involves fraud, theft, dishonesty, or moral turpitude) or a felony; or if the City reasonably determines that the Employee has engaged in unprofessional and improper practice and breach of public trust, including but not limited to illegal acts involving personal gain or moral turpitude; or malfeasance or misfeasance, the City shall be entitled to terminate the Employee immediately without any severance pay or indemnification as specified in this Agreement.

- B. In the event the Employer at any point during the term of this Agreement reduces the salary or other financial benefits of the Employee in a greater percentage than reductions to all other employees of Employer; or if Employer refuses, following a written request, to comply with any provision benefiting Employee herein; or if the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.
- C. In the event the Employee voluntarily resigns his position with the City then the Employee shall give the City sixty (60) days written notice in advance, unless the parties otherwise agree. The severance pay agreement detailed in Section 3, Paragraph A shall not apply to a voluntary resignation.

SECTION 4. Termination Due to Disability

If the Employee is unable to perform his duties because of illness, accident, injury, or mental incapacity, for a period of at least twelve (12) weeks and no reasonable accommodations are available, the City shall have the option to terminate employment pursuant to the Human Resources Manual in effect at that time and other applicable law.

SECTION 5. Salary

The City agrees to pay the Employee for his services rendered pursuant hereto, an annual initial base salary of \$159,962.09 /year, payable in installments at the same time as other employees of the City are paid. The Mayor shall evaluate the Employee annually. The City agrees that the Employee may receive increases in base salary and benefits due the Employee based on the Employee's performance and evaluation scores so long as increases in base salary and benefits are provided to other employees of the City and are approved by the Board of Mayor and Aldermen. The Employee shall also receive the same cost of living adjustments as a percentage of annual salary as all other full-time City employees receive that year.

SECTION 6. Hours of Work

The Employee shall report to work for such reasonable hours as are required by the job based upon the job description and as determined by the Mayor.

SECTION 7. Automobile

In lieu of being furnished with a City vehicle, the Employee shall be paid an automobile allowance of four hundred dollars (\$400.00) per month. This amount shall be renegotiated annually. Employee agrees to adequately insure said vehicle and furnish proof of such insurance

annually and shall carry such rider as will insure the city, the cost of which shall be paid by the Employee. The City will provide for cellular phone and/or radio as necessary and approved by Board of Mayor and Aldermen, subject to the City's communication equipment policy.

SECTION 8. Disability, Health, Dental and Life Insurance

The City agrees to put in force and make premium payments for Long-Term Disability, Dental, and Health Insurance policies on behalf of the Employee and dependents at a level of coverage available to other City employees. The Employee may choose not to cover himself or his dependents if other coverage is available. Life insurance will be provided as allowed by the Human Resources Manual as may from time to time be amended. The Employee further agrees to undergo the required initial physical examination required of all employees and understands this offer is conditioned upon passing the physical examination.

SECTION 9. Retirement Benefits

The Employee shall participate in the City of Franklin Employees Pension Plan. Additionally, the Employee may contribute to the City's 401k program and the City shall match up to three percent (3%) of the Employee's salary.

SECTION 10. Vacation and Sick Leave

The City shall credit the Employee with one hundred sixty (160) hours of vacation leave on January 1 of each year. The Employee may carry over up to eighty (80) hours of vacation each year. No other vacation shall carry over. The Employee shall accrue sick leave at the same rate as other general full-time employees of the City. The Employee may roll over up to forty (40) hours of excess vacation leave into sick leave annually. Sick leave, upon termination of this agreement, will not be compensated for.

SECTION 11. Dues, Subscriptions and Professional Development

- A. The City agrees to pay the Employee's annual membership dues, subscriptions and conference expenses to the International City/County Management Association (ICMA) and the Tennessee City Management Association (TCMA) incurred by the Employee in conjunction with the Employee's duties, not to exceed the budgeted amount and subject to prior approval by the Board of Mayor and Aldermen.
- B. The City agrees to pay the travel and subsistence expenses of the Employee for professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the City, not to exceed the budget and subject to prior approval by the Board of Mayor and Aldermen. In-State mileage shall not be paid when the employee is able to drive his vehicle, as this travel is considered to be covered by the automobile allowance.
- C. The City agrees to pay the dues and meal expenses for Employee's membership in a civic club within the City.

SECTION 12. Other Terms and Conditions of this Agreement

- A. The Board of Mayor and Aldermen may fix any other reasonable terms and conditions of employment as it may determine from time to time relating to the performance of Employee provided such terms and conditions are not inconsistent with or in conflict with other provisions of this agreement or City Charter and Franklin Municipal Code.

- B. All provisions of the City Charter, The Franklin Municipal Code, the Human Resources Manual and other rules and regulations relating to benefits, vacation, sick leave, retirement, pension system contribution, holidays, and other fringe benefits as they now exist or as may be amended shall apply to Employee as they would to all other full time employees, except for those benefits specifically addressed in this Agreement.
- C. The Board of Mayor and Aldermen at its reasonable discretion may conduct a formal or informal evaluation of Employee's performance. Such evaluation may include mutually agreed upon performance criteria.
- D. At the termination of employment relationship between the parties herewith, Employee expressly agrees if requested to cooperate with and assist any newly appointed City Administrator during the period of transition. Employee further agrees if requested to assist in any legal proceeding or litigations including returning to the City if requested to testify or give depositions or otherwise assist the City. Provided the City shall reimburse Employee for all reasonable travel and lodging expenses associated with the City Administrator transition.

SECTION 15. General Performance

- A. This Agreement as it exists or as it may be amended shall constitute the entire agreement between the parties.
- B. If any provision or portion of this Agreement is held to be invalid or unenforceable, the remainder of this agreement or portion thereof shall be inseverable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, all parties have affixed their hand and seal, on the day and year above written.

Eric Stuckey
 Employee

Date: _____

City of Franklin, Tennessee

By: _____
Dr. Ken Moore
 Mayor

Date: _____

Approved as to Form:

Shauna R. Billingsley
 City Attorney